

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
ESSENTIAL MANAGEMENT SOLUTIONS, LLC
FOR 911 DATABASE INFORMATION ENHANCEMENT SOFTWARE
RFP #16-0432**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Essential Management Solutions, LLC, a foreign limited liability corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP), #16-0432, for procurement of a replacement 9-1-1 Database solution and associated installation, maintenance, monitoring, trouble reporting, training and problem resolution which is in alignment with and complies with the Florida 9-1-1 State plan; and

WHEREAS, the CONTRACTOR desires to provide such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide a replacement 9-1-1 Database solution and associated installation, maintenance, monitoring, trouble reporting, and problem resolution which is in alignment with and shall comply with the Florida 9-1-1 State plan, within the Scope of Services set forth **Attachment A**, attached hereto and incorporated herein by reference.

2.2. This Agreement shall be effective beginning on the date the last party hereto executes it and shall continue for twelve (12) months from the issuance of the Purchase Order. The software installation period under this Agreement shall commence upon issuance of the Purchase Order and shall remain in effect until installation, data migration, implementation, initial project management, deployment of security, roles, processes, interfaces, responsibilities, dataflow, workflow and reporting, and training has been completed. This period shall not exceed sixty (60) days after issuance of the Purchase Order unless such time is extended by mutual agreement of both parties.

By letter, the COUNTY will determine in its sole discretion that the system is functional and ready for system acceptance. After system acceptance has been met, maintenance of services shall commence and continue thereafter on an annual basis and may be renewed by mutual written agreement of both parties for additional periods agreed upon by both parties. This shall serve as the date upon which annual maintenance commences. Additionally, the date of letter shall serve as renewal date.

After the initial term, the annual cost for maintenance not otherwise covered by software maintenance or hardware maintenance may only increase annually by an amount no greater than five percent (5%). Services may be performed remotely or on site as mutually agreed.

The firm shall provide all necessary maintenance on all components or aspects of the proposed turnkey solution not otherwise covered by Software Maintenance or Hardware Maintenance for the initial term of this Agreement.

2.3 The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.4 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

Article 3. Payment

3.1 The COUNTY shall pay and CONTRACTOR shall accept, as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule which is attached as **Attachment B** to this Agreement and which is made a part of this Agreement by reference.

A fixed lump sum price represents the CONTRACTOR's base bid plus the optional portion of the Project/Service, including all applicable taxes, materials, labor, supervision, fuel, permits, licenses, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY's purchasing policies and procedures.

Any hourly rate quoted shall be deemed to provide full compensation to the CONTRACTOR for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

3.2 The CONTRACTOR shall submit invoices to the COUNTY user department(s) based on the schedule specified in the scope of work. Payment of all such invoices shall be subject to formal acceptance of the related work by the COUNTY. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding work assignment and related acceptance document that was signed by an authorized representative of the COUNTY user department at the time the service and /or work product were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of this Agreement and this Agreement may be terminated.

3.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

3.4 In the event any part of this Agreement or the Project/Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project/Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

Article 4. County Responsibilities

4.1 The COUNTY shall promptly review the deliverables and other materials submitted by the CONTRACTOR and provide direction to the CONTRACTOR as needed. The COUNTY shall designate one County staff member to act as the COUNTY's Project Administrator and/or Spokesperson.

4.2 The COUNTY shall reimburse the CONTRACTOR, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by the COUNTY in accordance with the terms of this Agreement.

4.3 The COUNTY will provide to the CONTRACTOR all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONTRACTOR in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. The CONTRACTOR shall during the entire duration and renewal(s) of this Agreement be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 30-day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent

fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY's Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.4 Insurance. The CONTRACTOR shall provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of this Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONTRACTOR in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured; he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

The CONTRACTOR shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or the CONTRACTOR or subconsultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or subconsultant(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or subconsultant(s) of full responsibility for liability, damages, and accidents as set forth herein.

5.5 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. The CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR'S duties set forth in this Agreement.

5.6 Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables and Documents. Upon completion of and payment for a task, the CONTRACTOR agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONTRACTOR under this Agreement or furnished by the COUNTY to the CONTRACTOR shall be and/or remain the property of the COUNTY; provided, however, that proprietary information shall remain the property of the CONTRACTOR. The CONTRACTOR shall perform any acts that may be deemed necessary or desirable by the COUNTY to more fully transfer ownership of all non-proprietary Tasks and/or deliverables to the COUNTY, at the COUNTY's expense. Additionally, the CONTRACTOR hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. The CONTRACTOR and the COUNTY recognize that the CONTRACTOR's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. The COUNTY's alteration of the CONTRACTOR's work product or its use by the COUNTY for any other purpose shall be at the COUNTY's sole risk.

All reports, documents, information, presentations, and other materials prepared by the CONTRACTOR in connection with this Agreement are the COUNTY's sole property in which the CONTRACTOR has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the CONTRACTOR by the COUNTY shall remain the sole property of the COUNTY, and except for the CONTRACTOR's limited possession for the purpose of carry out this Agreement, shall be returned to the COUNTY at the conclusion of this Agreement. Nothing written in this paragraph, however, will be interpreted to forbid the CONTRACTOR from retaining a single copy of information for its files.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement. The CONTRACTOR may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or

progress of the work from any cause whatsoever, shall relieve the CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. The CONTRACTOR's sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. The CONTRACTOR agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that the CONTRACTOR gives to any customer for comparable products and services.

The product(s) and/or service(s) furnished pursuant to this Agreement shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services, and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the COUNTY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the COUNTY by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and this Agreement cancelled or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.

5.12 Acceptance of Goods or Services (Installation Phase). The product(s) delivered pursuant to this Agreement shall remain the property of the CONTRACTOR, and services rendered under this Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased pursuant to this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to specifications in accordance with this Agreement.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or this Agreement, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the awarded CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the COUNTY for any contract or financial obligation.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Copyrights. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

5.18 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. The CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular

business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, the CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

5.19 Deficiencies in Work to be Corrected by the Contractor (Before license is effective). All deficiencies in work shall be corrected before payment on installation phase is made, and prior to the software license effective date.

The CONTRACTOR shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the COUNTY's project administrator, who may confirm all such verbal reports in writing. The CONTRACTOR shall bear all costs of correcting such rejected work. If the CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the vendor, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place the CONTRACTOR in default, obtain the services of another vendor to correct the deficiencies, and charge the CONTRACTOR for these costs, either through a deduction from the final payment owed to the CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate this Agreement for default.

5.20 Risk of Loss.

A. The CONTRACTOR assumes the risk of loss of damage to the COUNTY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

B. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

5.21 Patents and Royalties.

A. The CONTRACTOR, without exception, shall indemnify and hold harmless the COUNTY,

its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the CONTRACTOR. The CONTRACTOR has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the CONTRACTOR or is based solely and exclusively upon the COUNTY's alteration of the article. The COUNTY will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the CONTRACTOR may, at its option and expense, procure for the COUNTY the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the COUNTY agrees to return the article on request to the CONTRACTOR and receive full reimbursement of all monies paid to the CONTRACTOR). If the CONTRACTOR uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The CONTRACTOR will defend, at its own expense, any action brought against the COUNTY to the extent that it is based on a claim that the article supplied by the CONTRACTOR under the contract infringes a patent, industrial design, or any other similar right, and the CONTRACTOR will pay any costs and damages finally awarded against the COUNTY in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the CONTRACTOR will be notified promptly in writing by the COUNTY of any notice of such claim received by the COUNTY, and
- the CONTRACTOR will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

5.22 Omission from the Specifications. The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

5.23 Key Personnel. The CONTRACTOR agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly provide a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

5.24 Furnish and Install Requirements. The specifications and/or statement of work contained within this Agreement describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the CONTRACTOR from furnishing, installing or performing such work where required for the satisfactory completion of the project. The CONTRACTOR shall also be required to provide adequate general user training to COUNTY personnel on the appropriate use of the materials or products as and if necessary.

5.25 Hourly Rate. The hourly rate quoted shall be deemed to provide full compensation to the CONTRACTOR for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The CONTRACTOR shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this Agreement, and any other applicable laws of the State of Florida. If overtime is allowable under this Agreement, it will be covered under a separate item in the special clauses.

5.26 Reporting During Process. During the initial term of this Agreement the CONTRACTOR shall deliver all reports to and respond, orally and/or in writing, to all inquiries from the COUNTY's Project Manager and/or designated representative. The COUNTY's Project Manager and designated representative shall be identified upon award.

The CONTRACTOR shall provide periodic progress reports as requested by the COUNTY. The progress report shall be made available in an electronic format compatible with Microsoft Word, outlining the following:

- A. The status of all project tasks;
- B. A summary of any meetings and/or training held during the reporting period;
- C. An indication of any delays or anticipated delays in meeting target completion dates;
- D. An explanation of the reasons for any delays or anticipated delays; and
- E. A proposed plan to resolve issues and delays.

5.27 Return of Assets. Except as otherwise provided in this Agreement, or upon termination of this Agreement, the CONTRACTOR shall return all COUNTY-owned assets including, but not limited to, stored data and information.

5.28 Right to Require Performance.

A. The failure of the COUNTY at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the COUNTY thereafter to enforce same, nor shall waiver by the COUNTY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the CONTRACTOR to deliver services in accordance with the terms and conditions of this Agreement, the COUNTY, after due written notice, may procure the services from other sources and hold the CONTRACTOR responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the COUNTY may have.

5.29 Software. The CONTRACTOR shall warrant that all licensed software shall perform in all material respects in accordance with the requirements and specifications as stated in this Agreement and any statement of work that is a deliverable or product of this Agreement on the hardware and third-party software specified by the CONTRACTOR. That is, the detailed requirements as stated in this Agreement shall be warranted as such. The CONTRACTOR shall warrant that the content of its proposal to the solicitation accurately reflects the software's capability to satisfy the Scope of Services as included in this Agreement. Furthermore, the warranty shall be valid for a period of twelve (12) months at minimum from Final Project Acceptance.

The CONTRACTOR shall also warrant that the software and accompanying documentation do not infringe on the patent, copyright, trademark, or other proprietary rights of any third party and that the CONTRACTOR has undisputed title to such software and documentation; that the software is the CONTRACTOR's most recent release, and that the software is free from defects in workmanship and material, and is in conformance with all specifications set forth in this Agreement, the CONTRACTOR's proposal, and the software documentation.

5.30 Software Releases/Upgrades during Warranty & Term of Maintenance Agreement. The COUNTY shall be entitled to any and all releases of the software and upgraded versions of the software covered in this Agreement that becomes available from the successful CONTRACTOR at no charge during the warranty period and through the duration of the maintenance agreement period. The maximum charge for any upgrade after the expiration of the warranty period and the software maintenance agreement period shall not exceed the total difference between the cost of the COUNTY's current version and the price at which the CONTRACTOR sells or licenses the upgraded software under similar circumstances. If software is customized for the COUNTY, the CONTRACTOR shall be compensated at an agreed upon rate.

5.31 Third Party Acquisition of Software. The CONTRACTOR shall notify the COUNTY in writing should the intellectual property, associated business, or all of its assets be acquired by a third party and agree that this Agreement's terms and conditions, including any and all license rights and related services, will not be affected by any such acquisition. The CONTRACTOR must agree that prior to completion of the acquisition, the CONTRACTOR shall obtain, for the COUNTY's benefit and deliver thereto, the assignee's agreement to fully honor the terms of this Agreement.

5.32 Title to Software. By submitting a proposal, each CONTRACTOR represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with this Agreement will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

5.33 Training Courses to be Provided. The CONTRACTOR shall provide an intensive training program to a minimum of three (3) COUNTY employees regarding the use of the products or services supplied by the CONTRACTOR in conjunction with this Agreement. The CONTRACTOR shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

5.34 Training Manuals to be Provided. The CONTRACTOR shall supply the COUNTY with a minimum of three (3) comprehensive training manuals which describe the appropriate use of the equipment purchased by the COUNTY in conjunction with this Agreement. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the COUNTY.

5.35 Hardware Maintenance. The CONTRACTOR shall provide all necessary hardware maintenance for term of this Agreement direct from the hardware manufacturer for any hardware the CONTRACTOR provides to the COUNTY.

5.36 Term of License Software. Unless otherwise stated in this Agreement, the COUNTY expects that the software license(s) identified in the pricing schedule shall be available to the COUNTY for purchase or lease on a perpetual basis. However, the COUNTY reserves the right to terminate the license at any

time, although the mere expiration or termination of this Agreement shall not be construed as intent to terminate the license unless specifically so stated. CANCELLATION OF A PORTION OF THE PERPETUAL LICENSE SHALL NOT AFFECT THE PERPETUAL LICENSE OF ANY OTHER PORTION OF THE SOFTWARE. ALSO, CANCELLATION OF MAINTENANCE SUPPORT ON SOME OR ALL OF THE SOFTWARE PURCHASED SHALL NOT AFFECT THE PERPETUAL LICENSE OR BE A CAUSE FOR REPRICING OF ANY LICENSE. The COUNTY further reserves the right to transfer all rights under the license to another governmental agency to which some or all of its functions are transferred.

5.37 Public Records.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the Project/Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the

contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, SROGERS@LAKECOUNTYFL.GOV

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

5.38 E-Verify. The CONTRACTOR acknowledges and agrees that the CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by CONTRACTOR during the term of the contract, and shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of

1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of the CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of the COUNTY. The CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 The CONTRACTOR shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. The CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

6.12 With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

John Mercuri, Manager
Essential Management Solutions, LLC
One South Second Street
Pottsville, Pennsylvania 17901

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

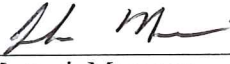
7.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Pricing Schedule

{Remainder of page left intentionally blank.}

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

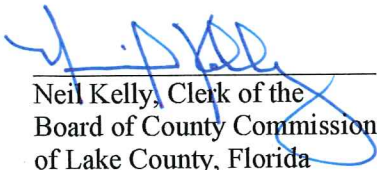
By: 
John Mercuri, Manager
Essential Management Solutions, LLC


This 1 day of NOVEMBER, 2016.

COUNTY

Lake County, Florida

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Sean M. Parks, Chairman
This 29th day of November, 2016

Approved as to form and legality:


Melanie Marsh, County Attorney

ATTACHMENT A: SCOPE OF SERVICES

SECTION 4 - Scope of Work

EMS proposes the following project tasks to assist the County with management and quality assurance of wireless, wireline, and voice over internet protocol (VoIP) 9-1-1 calls taken by each primary Public Safety Answering Point (PSAP). Our team of professionals is committed to assisting with the improvement and management of 9-1-1 call data in order to bring a more precise level of 9-1-1 service to the citizens and visitors of the County.

Project Kick-off Meeting

Associated Tasks:

- Formal kick-off meeting between the EMS project team and County staff to introduce the project and review the processes and schedule related to the project scope of work.
- Formal project schedule presented to County in Microsoft Project.
- Points of contact established between the County and EMS.
- EMS provides Letter of Authorization" to act on the County's behalf and distribute to all wireless carriers.

Task 1: Tower location and verification process

Associated Tasks:

- Collect all call routing sheets from every wireless service provider operating within the county 9-1-1 jurisdiction
- Routing sheet discrepancies or issues will be sent to the county for confirmation and the appropriate changes will be made via EMS contacting the carrier.
- Collect MSAG extract from county and load MSAG into 911MS system

TASK 2: Wireless Phase I GIS Reference Layer

Spatially verified GIS tower layer provided to the County

Associated Tasks:

- Store all wireless tower addresses, from all carriers, in one place
- Highlight collocated wireless carriers on a tower
- Utilize existing aerial photography or field verification to spatially verify the location of every cell tower
- Report spatial discrepancies between the carrier latitude, longitude (x,y) and verified latitude, longitude (x,y)

TASK 3: 9IMS Installation and Functionality

EMS will install a 9-1-1 Database Known as 9IMS (9-1-1 Information Management System). This web-enabled interactive database is designed to house and track all aspects of 9-1-1 call data in real time. The database serves as a repository for access to all of the county's ALI related 9-1-1 call data from a single system source. Because of the high volume of wireless 9-1-1 calls, the database serves as a way to document wireless carrier infrastructure and manage any update or change to the network

In a multi-PSAP environment like Lake County, the 9IMS suite is comprised of a core site and remote collector sites. The core site hosts the SQL data base and Watchdog application. The remote collection sites are connected to an additional ALI port of the PSAP's Customer Premise Equipment (CPE) and to the county's inter-PSAP IP network. Remote collection nodes will forward captured ALI records to the core's database. This transaction is encrypted via the core's digital certificate. If this connection is not available the remote server will cache the records until connectivity is restored.

The 9IMS is designed to monitor all 9-1-1 telephone traffic at the County PSAP's and provide immediate alerts when issues arise that are not compliant with the County's wireline, wireless and VoIP MSAG database. Additionally, the 9IMS server will connect to the GIS server that houses the address point feature class through an ESRI based ArcGIS server connection. From there, when a 911 call comes in, not only will 9IMS run the ALI provided address against the local MSAG database, but will also look for an entry within the address point feature class that matches the incoming address. Just as the PSAP is alerted for MSAG invalid addresses, the PSAP will also be notified of any missing entries within the address point feature class.

9IMS Functionality

9IMS consists of the following modules:

- **PSAP:** A database repository for the MSAG and information related to the PSAP and third party providers such as contact information and network information. The MSAG can be loaded directly from the web interface using the Excel uploader
- **Wireless:** A database repository for ESRK ranges and information related to each carrier, tower and sector. By documenting this supporting infrastructure, the PSAP has the ability to pro-actively review and edit current infrastructure. Included is a mapping application to depict the tower infrastructure for each carrier and the associated tower sector data. Wireless Phase II 911 calls that match a carrier, tower, and sector can also be plotted to better visualize a particular sector's coverage.
- **VoIP:** A database repository for ESQK ranges information related to each service provider.
- **Watchdog:** Monitors all 9-1-1 call related traffic for the purpose of identifying call data anomalies and alerting the PSAP of the issue. Watchdog monitors call data for Wireline, Wireless and VoIP. When the watchdog detects missing or incorrect data from a call, it issues an immediate alert for follow up action. Watchdog can be customized to meet specific needs of the PSAP. Some of the issues identified by Watchdog include but are not limited to:
 - ✓ Calls with no ANI or ALI
 - ✓ Calls with ANI but no ALI
 - ✓ Calls with No Record Found
 - ✓ Calls with invalid uncertainty
 - ✓ Calls from an unlisted tower
 - ✓ Calls from an unlisted tower sector
 - ✓ Calls with an MSAG invalid address
 - ✓ Calls with no class of service
 - ✓ Calls with an invalid class of service
 - ✓ Frequent repeat callers
 - ✓ Call location could not be found by the geocoder
 - ✓ Distance between Phase II call location and site location is greater than configured maximum
- **Call Map:** A fully functional, interactive map that can geographically represent much of the data received through 9IMS. Features include but are not limited to:
 - ✓ Geocode conversion for wireline/VoIP calls that can then be mapped alongside wireless for an accurate representation of call location.
 - ✓ Time/Date search with interactive timer allows users to see trends in how, when, and where calls are coming into the PSAP.

-
- ✓ Location search brings a geographic dynamic to how call data is analyzed. Just choose a point and find all calls within a user defined distance of the point. Draw a polygon on the map, and it can plot just the calls in that particular area.
 - ✓ Call data tab allows users to see the full ALI data associated with a call by highlighting it on the map.
 - ✓ Based upon ESRI ArcGIS for JavaScript, users can also connect through their own GIS servers to allow for customizable base maps and additional layers.
 - **Call Statistics:** Ability to quickly access, search and map call data. Ability to generate 'real time' reports from call data in graphic and statistical format for a specified time frame. Examples of call statistic reports include but are not limited to:
 - ✓ *Call Count and Ratio:* Provides data to support wireline, wireless and VoIP call ratio.
 - ✓ *Call Volume Statistics:* Provides average call volume by hour and day of the week to support staffing.
 - ✓ *COF Statistics:* Provides the percent of Phase II calls presented to the PSAP as well as the Phase II accuracy for each carrier and tower site sector as it relates to the FCC accuracy requirements.
 - ✓ *COF Trend Statistics:* Provides awareness to the PSAP regarding each carrier as it relates to the percent of Phase II calls presented to the PSAP and the FCC accuracy requirements.
 - ✓ *Repeat Calls:* Provides the calling party number (CPN) associated with a call presented to the PSAP a given number of times.
 - ✓ *Tower Site Sector Count:* Provides the number of wireless calls routed to or transferred to the selected PSAP by tower site sector per carrier to identify potential problems or sites sectors to be considered for reroute.
 - ✓ *Non Initialized Calls:* Calls from an unregistered handset with a CPN of 911-xxx-xxxx. With no current way to callback these numbers, this report logs the number and times it has dialed into the PSAP
 - **CDR Reports:** Ability to quickly access and search for specific information from call detail records (CDR). Ability to generate 'real time' reports from CDR in graphic and statistical format for a specified time frame. Examples of CDR reports include but are not limited to:
 - ✓ *Abandon Calls:* Provides ratio of abandon calls to answered calls.
 - ✓ *Call Answer Time:* Provides statistics based on a target answer time.
-

✓ *Call Duration:* Provides statistics on call duration such as the number of calls above the target duration time, average call duration, maximum call duration.

✓ *Trunk Utilization:* Provides the number of calls received per call type and trunk.

The 9IMS can be customized to meet any specific needs of the County's PSAP along with all the standard alerts programmed into the system. The alerts are used as a maintenance tool by EMS to ensure the wireless 9-1-1 network is functioning as it should 24 hours a day, 7 days a week.

The 9IMS alerting system also allows for notification of errors in wireline and VoIP data. By comparing call data to established MSAG, County and LEC databases, alerts are generated and logged so that appropriate follow up can be made. In particular location and addressing information is analyzed so that corrective action can take place to keep wireline and static VoIP datasets as accurate as possible. Nomadic VoIP types of calls are also part of the ALI data stream. Anomalies associated with these types of calls may require follow up with the service provider or individual and at the very least will become part of a statistical report identifying trends and percentages of VoIP type calls that are presented with incorrect or incomplete data.

9IMS Core Installation

Associated Tasks:

- Provide the County with the hardware specifications for running the 9IMS software
- Install the 9IMS software at the main PSAP on the core server.
- Import MSAG, County, and LEC data into the 9IMS suite.
- Demonstrate to the County that the 9IMS software is collecting data properly at core server site.

9IMS Remote PSAP Installation

Associated Tasks:

- Provide the County with the hardware specifications for running the 9IMS software
- Install the 9IMS software at the remote PSAPs on the servers.
- Import MSAG, County, and LEC data into the 9IMS suite.
- Demonstrate to the County that the 9IMS software is collecting data properly at remote server sites.

Complete System Acceptance and User Training

Associated Tasks:

- After installation of all sites EMS demonstrates to the County the 9IMS software and system is ready for acceptance
- Maintenance of this database throughout the term of this contract with the addition/deletion/modification of all tower records.
- EMS completes training for appropriate County personnel on the use and reporting capabilities.

County Responsibilities:

- County will supply the appropriate hardware required to run the 9IMS software. (As specified in attachment A)
- County provides access to the appropriate PSAP equipment to feed the 9IMS 9-1-1 call data on a continuing basis.
- County must provide connectivity to an RS-232 Serial feed (Ex: printer connection for ALI spill)
- County must provide network connectivity from all primary ANI/ALI controller locations to where primary database server will be located.
- County must provide VPN access to EMS for remote login (Used for Maintenance & Support).
- Supply personnel for training.

9IMS Monitoring

Associated Tasks:

- Monitor all 9IMS alerts on a daily basis throughout the term of the contract.
- Notification to the 9-1-1 Coordinator of any serious anomalies as soon as they are uncovered.
- During the contract period, proactively work with the appropriate wireless carriers to correct any deficiencies in the data detected by the 9IMS Alerting functionality.
- Prioritize the deficiencies concentrating EMS efforts on the most persistent problems.
- Provide all software updates to the 9IMS product during the contract term.
- Refer all VOIP and Wireline problems uncovered directly to PSAP personnel as determined by the 9-1-1 Coordinator for resolution on a schedule to be determined by the Coordinator. At contract conclusion, transitioning the database maintenance to County resources should the County determine internal personnel can perform this task.
- Make periodic reports on problem resolution and progress as required by the 9-1-1 Coordinator.

Section 5: Project Schedule

EMS estimates the scope of this project will encompass a Twelve (12) month timeline for 91MS loading, installation and testing. During the full installation and testing period EMS personnel will maintain the 91MS database by updating it whenever new data comes in. Once the initial load is completed, EMS personnel will train appropriate PSAP personnel in how to handle alerts and maintain the 91MS database.

The EMS estimated timeframe is as follows:

Months 1-4:

- The project will begin with a kickoff meeting with the County 9-1-1 Manager and his designated staff members to introduce the project and review the processes and schedule related to the project scope of work
- Establish "Letter of Authorization" to act on the County's behalf and distribute to all carriers
- EMS will begin data collection to initiate the database repository. Information is obtained from:
 - All current Wireless Carrier Routing Sheets
 - Master Street Address Guide (MSAG) extract from County
 - Lake County 9-1-1 Call history (six (6) month CPE data extract)
 - County Data
- Begin tower location and carrier verification utilizing:
 - Existing Latitude and Longitude information
 - Photographs
 - Available aerial photography
 - Available County GIS data
 - Physical site visit(s) if necessary
- Verify and accept server hardware, operating systems and database packages to be delivered by the county
- Obtain ALI format type in use by Local Exchange Carrier (Verizon)
- Provide overall and detailed MSAG accuracy reports for every wireless carrier and tower

Months 5-8:

- Install the 9IMS software at all HOST County ANI/ALI Controller sites
- Identify and correct inaccuracies as detected during information collection with the 9IMS
- Identify new towers placed into service by wireless carriers operating in the County coverage area
- Identify wireless calls transferred to the County 9-1-1 from adjacent PSAP's
- Highlight sectors to be reviewed for possible rerouting
- Provide call count totals by wireless carrier, tower site and sector
- Review and provide data on wireless "No Record Found" Calls at the PSAP
- Upload data to 9IMS database repository

Months 9-12:

- Continue data input and corrections as necessary
- Continue all of the above as necessary
- Train County personnel on 9IMS System as designated by the 9-1-1 Manager

The above timeline is an estimate based on ongoing projects. Several factors could delay some of the tasks or expedite them. Those factors include, but are not limited to:

- Carrier cooperation
- Client participation
- Weather

The County 9-1-1 Manager and or his designee will be an integral part of the process. They will:

- Have access to the 9IMS database at any time to view progress in real time
- Have access to any reports from 9IMS
- Receive a monthly status report
- Will receive weekly e-mails
- Will receive regular visits from the EMS Project Manager

ATTACHMENT B: HOURLY RATES

SECTION 6: Compensation and Terms and Conditions

Essential Management Solutions, LLC proposes to complete the above Scope of Work in the following timeline with the payment schedule included. Payment milestones may not be met in the order that they are presented in the table below.

Project Timeline...Twelve (12) Months from contract execution
(EMS will monitor 9IMS alerts for twelve 12 months from contract signing date)

9IMS Suite, 911 Consulting and 9IMS Monitoring (Tasks 1-3)	\$98,600.00
Option 'A' Server Hardware Delivery and Installation.....	\$17,180.00

Total Contract Price:	\$115,780.00
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Payment Schedule:

Kick off meeting	\$ 5,000.00
Server Hardware Delivery and Installation.....	\$17,180.00
Task 1	\$31,200.00
Task 2	\$31,200.00
Task 3	\$31,200.00

Yearly Renewal:

Annual Licensing and Maintenance Fee after Twelve (12) month contract term.....\$12,500.00
(This M&L fee is valid for four years after year one)

Annual monitoring of 9IMS alerts after Twelve (12) month contract term
from contract signing

	\$18,540.00
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Reimbursable Expenses

We do not invoice for such customary items as regular U.S. postage, mileage, reproduction services. We feel this is part of any work being performed and as such no expenses are billed.

Terms and Conditions

EMS will work with the County on the basis of a purchase order or standard professional services agreement provided by the County incorporating this proposal.

Option "A" Hardware Location	9IMS DB Core / Collector	Description / Qty	Ea	Extended
Tavares	Dell R530	Dell R530: x2 Intel Xenon E5-2630, 32 GB RAM, PERC H720 RAID Controller, x2 1 TB 6Gbs hot-plug HD, iDRAC8 Enterprise, DVD+/-RW SATA, ReadyRails with cable management arm, Dual hot-plug redundant power supply, dual port RS-232 serial adapter. Dell 4hr 24x7 Onsite service.	1 \$ 5,782.00	\$ 5,782.00
	Tripp Lite's B021-000-19	1U Rackmount Console features an integrated 19-inch LCD display, full 88-key keyboard and touch pad, all in a 1U rack mountable housing.	1 \$ 1,061.99	\$ 1,061.99
	Dell DMPU108e	1U Rackmount digital KVM, 8 port, remote connections support DES, 3DES, AES or 128-bit SSL encryption of both KVM and Virtual Media sessions.	1 \$ 2,241.99	\$ 2,241.99
	Dell Integrated Access CAT5 KVM cable 10' USB	Compatible with the following legacy Dell PowerEdge KVMs: 1082DS, 2162DS, 4322DS, 1081AD, 2161AD, 2161DS-2, 4161DS and 2321DS	1 \$ 153.39	\$ 153.39
	[continued]			

9IMS Collector				
Leesburg	Dell R330	Dell R330: Intel Xenon E3-1240, 32 GB RAM, H330 RAID, x2 1 TB 6Gbs hot-plug HD, iDRAC8 Enterprise, DVD+/-RW SATA, ReadyRails static 2 post, dual hot-plug power supply, dual port RS-232 serial adapter. Dell 4hr 24x7 Onsite service.	1 \$ 4,484.00	\$ 4,484.00
	Tripp Lite's B021-000-19	1U Rackmount Console features an integrated 19-inch LCD display, full 88-key keyboard and touch pad, all in a 1U rack mountable housing.	1 \$ 1,061.99	\$ 1,061.99
	Dell DMPU108e	1U Rackmount digital KVM, 8 port, remote connections support DES, 3DES, AES or 128-bit SSL encryption of both KVM and Virtual Media sessions.	1 \$ 2,241.99	\$ 2,241.99
	Dell Integrated Access CAT5 KVM cable 10' USB	Compatible with the following legacy Dell PowerEdge KVMs: 1082DS, 2162DS, 4322DS, 1081AD, 2161AD, 2161DS-2, 4161DS and 2321DS	1 \$ 153.39	\$ 153.39
			Total:	\$ 17,180.00
